RECENT CASES

ANNUITIES—APPORTIONMENT.—BROWN V. BROWN, 76 ATL. 846 (MD.).—*Held,* that under the rule that annuities are not apportionable, except in specified cases, an annuity to the wife of the testator's son payable on the decease of the son and during the wife's lifetime was not apportionable, and on her decease before the payment of an installment her administrators were not entitled thereto; the provision not being for the wife's maintenance. Briscoe and Burke, J. J., *dissenting.*

It is a general rule of the common law followed in Chancery that sums of money payable periodically at fixed times are not apportionable during the intervening periods. *Dexter v. Phillips,* 121 Mass. 178. There is, however, the apparent exception of an annuity for the support of an infant or for the support of a married woman living apart from her husband. *In re Lackawanna Iron & Coal Co.,* 57 N. J. E. 26. But the common law rule has generally been modified by statute. *Nading v. Elliot,* 137 Ind. 261. And the interest on promissory notes of individuals and of incorporated companies has been held apportionable between the days on which it was stipulated to be paid. *Dexter v. Phillips, supra* Yet where the annuity is payable on a certain day some courts hold that there can be no apportionment. *Heizer v. Heizer,* 71 Ind. 526; *Henry v. Henderson,* 81 Miss. 743. And that the personal representatives cannot compel an apportionment or *pro rata* payment. *Nehls v. Sauer,* 119 Ia. 440, *Nading v. Elliot, supra. Contra, Parker v. Seeley,* 56 N. J. E. 110; *Weston v. Weston,* 125 Mass. 268.

CONSTITUTIONAL LAW—SCHOOLS AND SCHOOL DISTRICTS—RELIGIOUS EXERCISES.—PEOPLE V. BOARD OF EDUCATION, 95 N. E. 251 (ILL.).—*Held,* that the reading of the Bible in a public school is violative of the Constitutional Article prohibiting the appropriation of any public funds in aid of any sectarian purpose. Hand and Cartwright, J. J., *dissenting.*

The weight of authority is against the proposition as laid down in the above case. Most of the jurisdictions in which the question has been considered have held that such reading and repeating of the Bible or parts thereof is not a violation of the Constitutional rights of a taxpayer, whose children are not required to be present during such exercises. *Moore v. Monroe,* 64 Iowa 367; *Church v. Bullock,* .... Tex. .... (109 S. W. 115). The Massachusetts courts have held that a school committee might order the Bible read in school. No Constitutional question, however, was raised in this case. *Spiller v. Woodburn,* 12 Allen 127. In one State the use of "Readings from the Bible," consisting of general moral precepts, as a supplemental text book of reading where the teacher makes no comment thereon and where any pupil may be excused therefrom on application of parent or guardian has been held to be no violation of the Constitution. *Pfeiffer v. Board of Education,* 118 Mich. 560. On the other hand a few cases support the principal case in holding that the reading of the Bible and singing of hymns is sectarian instruction

and prohibited. *State v. District Board,* 76 Wis. 117; *State v. Scheve,* 65 Nebr. 853. But the decision in *State v. Scheve, supra,* holds that the use of the Bible is only prohibited when it is used for sectarian instruction.

CONTRACTS—OFFER AND ACCEPTANCE—ACCEPTANCE BY PERFORMANCE OF AN ACT.—SCHMITT V. WEIL, 92 N. E. 178 (IND.).—*Held,* that to make performance of a thing proposed sufficient as an acceptance of the proposal, the performance must have been induced by the proposal.

It is well established that a mere proposition or offer, on the one hand, not acted on or accepted, does not constitute a contract. *Pennsylvania Co. v. Plotz,* 125 Ind. 26. The general rule is, that when a party offers a promise for an act, and the offeree accepts and performs the act, the promise becomes binding. *Clark on Contracts,* Section 13. This has been held whether the promise was sealed, as in *Sharp v. Bates,* 102 Md. 344, or unsealed, as in *Buffington v. McAnally,* 192 Mass. 198. For example, a written offer to an officer of indemnity for a levy is validly accepted by his making the levy and his returns. *Train v. Gold,* 5 Pick. (Mass.) 380. And where defendant wrote to plaintiff's testator, offering to reimburse him, if he would pay the taxes on certain land, testator's payment of the taxes was a sufficient acceptance of the offer. *Allen v. Chouteau,* 102 Mo. 309. So a valid tender of the act named by the promisor will make the promise binding. *Cutting v. Dana,* 25 N. J. Eq. 265. But it has been held that a party cannot accept the terms of an offer before they are communicated to him, so as to bind the offerror. *James v. Marion Fruit Jar and Bottle Co.,* 69 Mo. App. 207. The leading principle is impliedly adjudged, where the court holds that performance after offer made, which is *on the faith of the offer,* constitutes a valid acceptance. *White v. Elgin Creamery Co.,* 108 Ia. 522.

COSTS—APPEAL—UNDULY VOLUMINOUS RECORD.—HAWK V. DAY, 126 N. W. 955 (IOWA).—*Held,* that where a record on appeal containing 141 printed pages could have been condensed to 50 pages, the cost of the printing will be taxed upon the latter basis.

Statutory authority express or implied is generally necessary to authorize the allowance of costs for the printing of papers to be used on appeal. *De Camp v. Crane,* 21 N. J. Eq. 544; *Gage v. Rogers,* 52 Mo. App. 331. Furthermore, a party filing an unnecessary record, transcript, abstract, bill of exceptions, or other papers on appeal will not be allowed the costs of printing the same, *Donahue v. McCosh,* 70 Iowa 733, and the cost of printing immaterial or unnecessary matter contained in such papers must be borne by the party responsible for its insertion. *Baldwin v. Foss,* 71 Iowa 389, while the ordinary practice is to tax the party responsible for so much of the matter as is unnecessary, the courts have in some cases divided the costs of the transcript or abstract equally between the parties, *Sichel v. Carrillo,* 42 Cal. 493, and in others have required the party needlessly encumbering it to pay the whole expense thereof. *Bullard v. Creditors,* 56 Cal. 600.